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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: DOROTHY SINFIELD, DEPUTY

RESTRICTIVE COVENANTS

for the

SUGARLOAF SUBDIVISION, SALT LAKE CITY

WHEREAS, the undersigned are the legal and beneficial owners of a certain tract of land situated in Salt Lake City, Salt Lake County, Utah, described as follows:

All of Sugarloaf Subdivision according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah; and

WHEREAS, the undersigned are about to sell the property described heretofore, which they desire to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between themselves and the several purchasers of said property and among the several purchasers of said property themselves as hereinafter set forth;

NOW THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between themselves and the several owners and purchasers of said property and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS: All of said restrictions, conditions, covenants and agreements shall be made for the direct, mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all the lots so created and to create a privity of contract and estate between the grantee, of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS: All covenants and restrictions herein stated shall run with the land and all fee owners or purchasers thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2010, at which time said covenants and restrictions shall be automatically

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extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2010, the owners of three fourths (3/4) of said lots may release said restriction by an appropriate agreement in writing specifying the restriction(s) released and by filing said agreement with the office of the Salt Lake County Recorder. The owners of 100% of said lots may file such an agreement at any time.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not less than two vehicles. Such accessory buildings as are approved by the Architectural Committee may also be permitted. These covenants and restrictions shall give notice to all lot owners and prospective lot owners that it is contemplated that the land lying to the south of Lot #2 may have a lighted tennis court installed on it, and that said owners and prospective owners approve such development by completion of lot purchase in this subdivision.

4. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place and located permanently upon any lot in this subdivision.

5. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within eighteen (18) months. No building shall remain incomplete for any reason for a period in excess of eighteen months from the date that site clearing and excavation commenced.

6. COMPLIANCE WITH ZONING ORDINANCE OF SALT LAKE CITY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Salt Lake City Zoning Ordinances relating to the R-1, Foothill Overlay Zone, unless otherwise modified or restricted by the covenants herein.

7. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence. This provision is not meant to restrict the use of temporary shelters erected for security or convenience during home construction.

8. NUISANCES:

A. Pets. No barn, coop, shed, sty or building of any other type shall be constructed for the purpose of housing pigs,

cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision excepting only a reasonable number of household pets. Pets shall at all times be under proper control and supervision of their owners.

B. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted in the front yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked on driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear and side yard portions of each lot.

C. Signs. No signs, other than name plates or temporary political signs, shall be displayed to the public view on any lot, and one sign not exceeding four square feet advertising the sale or lease of a home or lot. Other signs may be displayed during the construction and lot sales period.

D. Drilling and mining. There shall be no oil drilling, mining, quarrying or excavation operations of any kind permitted upon any lot.

E. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

9. EASEMENTS: Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, water, telephone, cable TV, sewage and other services or things for convenience to the owners of lots in said tract. Said easements are shown on the recorded subdivision map. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors or assigns.

10. SET BACKS: All dwellings or garage structures must be situated as to conform to Salt Lake City zoning ordinances.

11. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two and twelve hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Salt Lake, State of Utah.

12. ARCHITECTURAL COMMITTEE: An architectural Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure, provided, however, that when 75% of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by 75% of those owners of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons to the Committee. If necessary, the undersigned will remove from said Committee existing members thereof in order to create vacancies for the new appointments, provided, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans of the undersigned and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this declaration except as herein specifically provided. The Committee may act by any two of its members and any authorization, approval, or power made by the Committee must be in writing signed by at least two members.

13. ARCHITECTURAL PROCEDURE: The Architectural Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to act on a submitted plan within 21 days after it has been submitted, approval will not be required and the plan shall be deemed to have been approved. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscape plan, or any violations of city ordinances are the sole responsibility of the lot owners and/or their designers or architects. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building.

14. ARCHITECTURAL CONTROL:

A. Approval Required. No building or structure, including a tennis court or swimming pool, shall be erected, remodeled or placed on any lot without the written approval as to location, height, design and harmony with existing structures first having been obtained from the Architectural Committee. It is required that all buildings and structures be submitted to the Architectural Committee before a Salt Lake City building permit is applied for. No fence or wall shall be erected on any lot

nearer to any street than the minimum building setback line unless similarly approved. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 2,600 square feet for a single level residence, and 2,000 square feet for each full floor for a multi-level residence.

B. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Sugarloaf Subdivision affected hereby, including a lot "9" if approval therefor is obtained from Salt Lake City at a date later than the date of recording of this document:

1. **Harmony in building:** The exterior material of all homes shall be either wood, stucco, brick, stone, or cement. Roofing materials shall be either wood or composition shingles, tile, metal or gravel.

2. **Landscaping:** No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefor have been first approved in writing by the Architectural Committee. The basic landscaping must be done within one year from the date the home is occupied. The Architectural Committee will determine what variety of trees, if any, are to be planted in the public portion of property adjacent to the sidewalk in the front yard areas. The individual property owners will be responsible for purchase and planting of said trees. No landscaping plan will be approved unless the front yard and side yards call for installation of an underground sprinkling system. See Section 16.B for covenants running with the land.

3. **Color Harmony:** Exterior colors must be approved by the Committee in order that harmony with the surrounding environment and with existing homes may be assured.

4. **Retaining Walls:** All retaining walls must be approved by the Committee.

5. **Fences:** All fences must be approved by the Committee. Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be harmonious with those used in the building of homes, and should complement the architecture of the home. The height shall be six (6) feet or less.

6. **Exterior Lighting:** Lighting of residential house numbers is encouraged to facilitate night time visibility.

7. **Mailboxes:** It is suggested that each homeowner provide with the help of their architects, a tasteful

on-street mailbox.

15. ARCHITECTURAL COMMITTEE MEMBERS:

Wynn Johnson
1002 North Bonneville Drive
Salt Lake City, Utah 84103

Pamela Johnson
Same address

Ronald Ferrin
505 16th Avenue
Salt Lake City, Utah 84103

16. COVENANTS RUNNING WITH THE LAND:

A. Concrete Maintenance. Each lot owner shall at all times keep the curb, gutter and sidewalk in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notice to do so from the Committee.

B. Sewer Assessment. Because all lots in the Sugarloaf Subdivision are located below the dedicated roadway, the sanitary sewer runs below the homesites and must be privately maintained. All lot owners are required to pay \$120 per year to Johnson Land Co., Inc., beginning January 1, 1991, to build a reserve for potential maintenance expenditures. In consultation with the lot owners, this fee may be raised, lowered, or eliminated as required to maintain sewer service to the subdivision.

B. Enforcement. The agreements contained in this document shall be construed as covenants running with the land. The lot owners hereby agree that the Committee may institute any suit or suits necessary in order to obtain a decree for specific performance under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the Court.

17. VIOLATION OF RESTRICTIONS; PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein shall give the undersigned, their successors or assigns, after notice has been given with no cure after 60 days, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and/or remove at the reasonable expense of the owner, any erection, thing, or condition that exists thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every

action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitutes a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

18. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.

19. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this document this 5th day of December, 1990.

PAMELA D. JOHNSON
FAMILY LIVING TRUST

Pamela D. Johnson
Pamela D. Johnson, Trustee
L. Wynn Johnson
L. Wynn Johnson, Trustee

JOHNSON LAND COMPANY, INC.

L. Wynn Johnson
L. Wynn Johnson, President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 11th day of December, 1990, personally appeared before me L. Wynn Johnson and Pamela D. Johnson, the signers of the above document, who, being by me duly sworn, did say that they executed the same.

Vickie S. Graves
Notary Public

Residing at Salt Lake, Utah

My Commission Expires: April 13, 1991

